IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

KYLE SHEPARD,	§	
	§	
Plaintiff,	§	
	§	
vs.	§	**CIVIL ACTION NO. 3:16-cv-00909-N**
	§	
AMERICAN AIRLINES, INC., DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD, and UBM ENTERPRISE, INC.	§	
	§	
Defendants.	§	

PLAINTIFF'S FIRST AMENDED COMPLAINT

TO THE HONORABLE JUDGE:

Plaintiff Kyle Shepard files this First Amended Complaint complaining of American Airlines, Inc., Dallas/Fort Worth International Airport Board and UBM Enterprise, Inc. ("Defendants") and for causes of action shows as follows:

PARTIES

1. Plaintiff is a citizen of the United States, and is currently domiciled in and is a citizen of the State of California.

2. Defendant American Airlines, Inc. ("AA") is a corporation organized under the laws of the State of Delaware. AA has been served and filed its answer herein through its attorney of record, Katherine A. Staton of Jackson Walker, LLP.

3. Defendant Dallas/Fort Worth International Airport Board (the "DFW Board") is a joint venture created by contract between the cities of Dallas and Fort Worth, Texas. The DFW Board is charged with operating and maintaining Dallas/Fort Worth International Airport. The

DFW Board been served and filed its Motion to Dismiss herein through its attorney of record, Kurt W. Meaders of Meaders & Lanagan.

4. Defendant UBM Enterprise, Inc. ("UBM") is a corporation organized under the laws of the State of Texas. UBM may be served with process by serving the Summons and Complaint upon its registered agent for service: Jimmy Youngho An, 11102 Ables Lane, Dallas, Texas, 75229.

JURISDICTION AND VENUE

5. Since complete diversity of citizenship exists between the parties, and the matter in controversy exceeds the sum of seventy-five thousand dollars ($75,000), exclusive of interest and costs, this court has diversity jurisdiction under 28 U.S.C. 1332. Venue is proper in this district as the events giving rise to this claim occurred in the district.

FACTS

6. On or about April 25, 2014, Plaintiff, a business invitee or ordinary invitee, was walking through Terminal C, at or around Gates 8 and 10 of the Dallas/Fort Worth International Airport (the "Premises"), when he slipped and fell on a liquid and/or ice on the walkway near an American Airlines' gate.

7. Prior to and at the time in question, employees and representatives of AA had taken control of the premises in question on behalf of AA and the DFW Board. More specifically, upon information and belief, a ramp employee of AA had dropped his drink, spilling liquid and ice on the floor.

8. After a request for the janitorial services to come address the spill, an employee of AA had placed a sign near the slippery surface to ostensibly warn of the spill; however, said sign was not placed where it could have indicated where in fact the danger (clear liquid and/or

ice) actually existed. Indeed, said sign was not the typical type of sign used to warn people of spills on the floor. Moreover, after placing the sign in question, said AA employee left the area in question to attend to another matter before the spill was cleaned up.

9. AA made several calls to UBM, the janitorial services company in charge of cleaning spills at the time. UBM failed to respond to these calls and failed to clean the spill in a timely or appropriate manner.

10. As a result of all of the conduct above, Plaintiff fell.

11. Plaintiff suffered injuries to his shoulder, ankle, neck and back and said injuries continue to this day and will continue into the future and likely will be permanent.

CONDITIONS PRECEDENT

12. Plaintiff re-alleges and incorporates paragraphs 1 through 11 herein.

13. All conditions precedent for the filing of this suit have occurred, will occur or will be futile.

14. To the extent that any notice of any particular claim is required, notice has been provided to DFW Board of this incident on or around June 2, 2014, through communications with DFW Board's Risk Coordinator, Natalie Rossorelli.

15. Further notice of this incident was provided to DFW Board on or around October 24, 2014 via letter from Plaintiff's counsel.

RESPONDEAT SUPERIOR

16. Plaintiff re-alleges and incorporates paragraphs 1 through 15 herein.

17. At all times material hereto, all of the agents, servants, and/or employees of Defendants who were connected with the occurrence made the subject of this suit (and each Defendant, to the extent employed by another Defendant) were acting within the course and

scope of their employment or official duties and in furtherance of the duties of their office or employment. Therefore, the named Defendants are liable for the negligent acts and omissions of its employees and agents under the doctrine of *Respondeat Superior*.

CAUSES OF ACTION
(Negligence and/or Premises Liability)

18. Plaintiff re-alleges and incorporates paragraphs 1 through 17 herein.

19. Defendants AA and DFW Board are the owners, operators, lessors and/or managers of, and at all times material, were otherwise in control of the Premises. Plaintiff was an invitee of Defendants. Therefore, Defendants owed Plaintiff a duty to use reasonable care to protect him, not only from those defective dangerous conditions of which Defendants were actually aware, but from such conditions of which Defendants should have been aware after reasonable inspection. Additionally, Defendants, as possessors of the Premises, owed Plaintiff a duty to repair and/or maintain the property in a reasonably safe condition and/or to otherwise reasonably remediate same. Defendants have breached these and other duties as more fully set forth below.

20. Plaintiff recently discovered that UBM was the janitorial service in charge of cleaning up spills at the Premises during the time of the incident. According to AA's employee, after the spill occurred, UBM was called several times to clean it, to no avail. As the janitorial service in charge of cleaning up spills, UBM owed Plaintiff a duty to use reasonable care to protect him, not only from those defective dangerous conditions of which Defendants were actually aware, but from such conditions of which Defendants should have been aware after reasonable inspection.

21. At all relevant times, Defendants AA, DFW Board and UBM committed one or more of the following acts or omissions, either directly or through its employees, agents,

officers, supervisors, representatives and contractors each of which, alone or in combination, amounted to acts and/or omissions which a reasonably prudent owner and/or operator and/or janitorial service would not have done under the same or similar circumstances, proximately causing the occurrences, injuries and damages complained of herein:

a. Failing to properly monitor, assess and/or safeguard the condition of the Premises and, the safety of persons, such as Plaintiff, who were present on the Premises;

b. Failing to properly investigate, inspect and/or discover defects which existed on the Premises;

c. Failing to properly remedy, correct, repair, eradicate and/or remove defects which were known and/or which should have been known to exist, in the exercise of reasonable care;

d. Failing to properly and adequately warn, notify or advise invitees of the existing defects and the dangers associated with walkway, and use of the walkway;

e. Failing to adequately train and supervise its employees; and

f. Failing to have an appropriate safety program and protocol in place that would prevent accidents and injuries such as this from occurring.

DAMAGES

22. As a direct and proximate result of the negligent conduct described herein, Plaintiff has incurred the following actual damages:

a. Past and future medical expenses;

b. Past and future pain and suffering;

c. Past and future mental anguish;

d. Long term or permanent disability or physical impairment;

e. Past and future disfigurement and/or loss of normal bodily functioning; and

f. Past and future loss of earnings and earning capacity.

PRE-JUDGMENT INTEREST

23. Plaintiff seeks to recover pre-judgment interest as provided by law.

JURY DEMAND

24. Plaintiff hereby demands a trial by jury.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final trial, Plaintiff have and recover of and from Defendants, judgment for actual damages as alleged, with pre-judgment and post-judgment interest, and for costs of suit and such other and further relief to which Plaintiff is justly entitled to receive.

Respectfully submitted,

/s/ Robert L. Chaiken

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded to all counsel of record via the Court's ECF system on this 14th day of September, 2016.

/s/ Robert L. Chaiken
Robert L. Chaiken